



# Agenda City Commission Meeting

6:00 PM – Thursday, October 06, 2022 – City Hall

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## INVOCATION

## PLEDGE OF ALLEGIANCE:

## CALL TO ORDER

## ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

### 1. APPROVAL OF MINUTES

[1.1](#) August 18, 2022 City Commission Meeting Minutes

### 2. AGENDA UPDATE

### 3. PRESENTATIONS

3.1 Overview of Community Development District (CDD)

### 4. AUDIENCE TO BE HEARD

### 5. CONSENT AGENDA

[5.1](#) Resolution Number 22-66: Approval of Purchase in Excess of \$50,000 for Customer Service Postage Costs

[5.2](#) Resolution Number 22-67: A Resolution supporting the Grant Award Agreement for a Small Matching Grant from the Department of State, Division of Historical Resources

[5.3](#) Resolution Number 22-70 Purchase of Books and Other Reading Materials

[5.4](#) Resolution Number 22-71: Approve Extension of Verteks contract and purchases over \$50,000

[5.5](#) Resolution Number 22-72: Authorizing multiple annual purchases in excess of \$50,000 for each of six products and services that are essential for the Water and Wastewater daily operations

### 6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

[6.1](#) Resolution Number 22-73: City Commission Benefits

### 7. OTHER BUSINESS

7.1 Special Event Permit Process

### 8. FUTURE AGENDA ITEMS

### 9. COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

## 9.4 Mayor

### 10. ADJOURNMENT

This Agenda is provided to the Commission only as a guide, and in no way limits their consideration to the items contained hereon. The Commission has the sole right to determine those items they will discuss, consider, act upon, or fail to act upon. Changes or amendments to this Agenda may occur at any time prior to, or during the scheduled meeting. It is recommended that if you have an interest in the meeting, you make every attempt to attend the meeting. This Agenda is provided only as a courtesy, and such provision in no way infers or conveys that the Agenda appearing here is, or will be the Agenda considered at the meeting.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes, 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk 48 hours prior to any meeting so arrangements can be made. Telephone (352) 483-5430 for assistance.

**“Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission and the public. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.”**



# MINUTES

## Regular City Commission Meeting

6:00 PM - Thursday, August 18, 2022 - City Hall

### INVOCATION

### PLEDGE OF ALLEGIANCE: COMMISSIONER HAWKINS

CALL TO ORDER: 6:05 P.M.

### ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

**PRESENT:** Commissioner Willie Hawkins, Vice Mayor Emily Lee, Commissioner Karen LeHeup-Smith, Commissioner Nan Cobb and Mayor Michael Holland

#### 1. AGENDA UPDATE

#### 2. APPROVAL OF MINUTES

- 2.1 June 23, 2022 - City Commission Budget Workshop  
August 4, 2022 - Regular City Commission Meeting

Moved by Vice Mayor Lee, seconded by Commissioner Hawkins, to approve the Minutes as submitted. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

#### 3. PRESENTATIONS

##### 3.1 Eustis Police Department Retirement of Gary Winheim

Craig Capri, Police Chief, presented Gary Winheim with a certificate honoring his 26.5 years of service with the Eustis Police Department. He stated that he served with integrity and honor and although he was retiring he would always be a part of the department.

Mr. Winheim thanked his wife and family for their advice and support and stated it was a privilege and an honor to serve the City.

Mayor Holland thanked him for his service and wished him the best on his next journey.

##### 3.2 Eustis Housing Authority presentation - Horace Jones, Executive Director

Horace Jones, Executive Director for the Eustis Housing Authority, presented a proposal for construction of a community facility on the Housing Authority property. He stated the facility would address two specific needs: 1) to provide a meeting room/social center for Eustis residents for up to 100 people; and 2) provide an

attached, separate, and isolated laundry room facility exclusively for the public housing residents. He commented on the need to have the cooperation from many sectors to be successful in revitalizing Eustis. He cited the issues and needs to be addressed by the project. He explained how the idea for the project developed, presented renderings of the proposed facility and commented on the need for additional parking. He suggested the possibility of also providing office space for the East Town CRA and Eustis African American Heritage Association as well as a conference room.

Mr. Jones then commented on the possibility of purchasing additional properties to allow for more parking. He explained that he had two contractors look at the renderings and provide estimated costs. The estimates were \$1.2 million and \$1.7 million depending on the parking. He then reviewed the potential funding sources as follows: 1) HUD; 2) CRA; 3) Lake County CDBG funds; and 4) municipal and/or state funding.

Mr. Jones summarized the six main takeaways from the project as follows: 1) Provide a gathering facility for multi-purpose use that will accommodate up to 100 people; 2) Utilities existing and owned property by the Housing Authority; 3) Fills a major void for public housing needs for laundry facilities; 4) Revenue generating and self-sustaining; 5) Will provide state-of-the-art audio and visual technology; and 6) Provides a community forum for small business and individual use. He thanked the Commission for allowing him to present and emphasized that it is a conceptual plan only.

The Commission confirmed that fees would be charged for use of the facility with Mr. Jones adding that would be overseen by the Housing Authority. They also questioned the number of washers/dryers to be in the facility with Mr. Jones confirming there would be six each. He stated the residents would have to pay for use of the machines and there would be no clothes lines once the facility is open.

Discussion was held regarding including a kitchenette in the facility versus a commercial kitchen and the number of bathrooms to be included with Mr. Jones explaining there would be six bathrooms in total - three male and three female. He confirmed the conference center would be 1300 sq.ft. and would seat 80 to 100 people. He indicated the rear office and conference room together would be approximately 800 sq.ft.

Discussion was then held regarding rental of the offices with Mr. Jones explaining he wanted to determine if the facility was a viable proposal and then he would develop appropriate policies and procedures for renting the facility.

The Commission discussed the following issues: 1) Designating the office space for use by specific entities; 2) Designing the facility with a commercial kitchen rather than a kitchenette; 3) How to ensure the use of the facility by the community; 4) Enlarging the kitchen space versus office space; 5) Omitting the office space to allow more space for the conference area and kitchen; 6) Possible amount of HUD funding for the project; and 7) Holding fundraisers to raise funds for the project.

Mr. Jones discussed the possible use of CRA and Lake County CDBG funds the project. He commented on some confusion regarding the County's funding cycle. It was suggested that he contact Rep. Truenow's office regarding funding. He then asked if the concept is agreeable to the Commission.

The Commission asked if the City would have any input into the High School 9th grade center with Tom Carrino, City Manager, explaining that the 5-year capital plan for the high school campus has been amended to include an addition to the Eustis High main campus. He noted that it also includes in parentheses "determine re-use of Curtright Center". He stated there is \$29 million in their budget for 2025-26 with a notation for it to open in 2028. He indicated they have begun discussions regarding using the Curtright Center gym for basketball and that has been positive. He stated he has not had any serious discussions with the School Board regarding the overall re-use of the center. He stated that the City has a good partnership with Eustis High School regarding using the Curtright Center and they need to build on that.

Commissioner Cobb reported she was contacted by the School Board Superintendent regarding the City's use of the Curtright Center.

The Commission further discussed the use of a commercial kitchen, what was included in the cost estimates, the possibility of getting appraisals for the adjacent properties and whether or not they would complete the project at one time.

Mr. Jones asked if it would be possible to utilize CRA funds with Mr. Carrino confirming it would be an eligible CRA expense. He noted there has been discussion regarding building a community center in the CRA. He indicated there is \$1.2 to \$1.4 million in "Money Reserved for Future Projects". He added that the CRA does have debt surface for the Waterman site. He stated there is some capacity to either take on a little more debt or to make an annual contribution over several years. He added he would have to work with Finance to determine the actual amount available but estimated the unallocated amount at approximately \$200,000.

Commissioner Hawkins noted he had met with Mr. Jones regarding the project. He added that at the previous meeting at the Curtright Center the community expressed support for there being a place for children to play and that would be his priority. He also expressed support for the facility.

Mayor Holland suggested that Mr. Jones contact Lake County regarding the grants and asked that Mr. Carrino work with the Finance Department to determine the available CRA funds and then it could be brought back as a future agenda item. He also complimented Mr. Jones on the maintenance of the Housing Authority property.

Commissioner Cobb asked whether or not HUD would be willing to leverage the property for funding since it is paid for with Vice Mayor Lee noting they also own other property that could possibly be swapped.

Mr. Carrino indicated he would also involve the Economic Development Director Latimer in the discussion regarding the CRA funding.

CONSENSUS: It was a consensus of the Commission to have the item brought back to a future agenda possibly at the next meeting.

**4. APPOINTMENTS**

**4.1 Re-appointment to Code Enforcement Board - Richard Bartzter**

Richard Bartzter thanked the Commission for the opportunity to stay involved with the community.

Moved by Commissioner Hawkins, seconded by Commissioner Cobb, to approve the reappointment of Richard Bartzter to the Code Enforcement Board for a three-year term. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

**5. AUDIENCE TO BE HEARD**

**5.1** June Lang and Sue Parent, representing the Lake County Election Integrity and Voter Participation Coalition, addressed the Commission regarding their work concerning the 2020 election. She explained the organization researched the election and the individuals involved. She stated they put together their findings and submitted it to the Governor's office and Lake County Sheriff. She presented redacted copies of their report to the City Clerk for distribution to the Commission.

Jaime Eaton stated they previously lived at 34 E. Pendleton Avenue up until the previous April. She explained their history and stated they were renting the house which was a wreck when they moved in. She indicated they were in talks to buy the house; however, the electric was from 1952. She further explained they were trying to get a VA loan; however, the house caught on fire so they were living in a motor home in Orange City. She stated they were requesting special consideration to allow them to live in a motor home on their property while they repair the home. She explained the location of the property and how the motor home would be situated. Mr. Carrino was asked to work directly with Ms. Lane. He stated that, strictly speaking, that is not allowed but he could talk to her to see what could be worked out.

Nicee Allen Parks expressed support for the Housing Authority's plan to build the community building. She asked if the City can assist with the plan while not moving away from the plan for the youth. She encouraged the Commission to keep both projects including a facility for other types of activities rather than just basketball.

Dr. Hugh Brockington, Vice Chairman of the Eustis Housing Authority (EHA), expressed support for the Commission finding the money for both projects. He thanked them for their support of the EHA.

## 6. CONSENT AGENDA

- 6.1 Resolution Number 22-54: Annexation Agreement and Developer's Agreement to provide water service outside the City Limits (37133 County Road 452)
- 6.2 Resolution Number 22-55: Eleven Oaks - 2nd extension of time for completion of improvements
- 6.3 Resolution Number 22-56: Award of Bid #012-21 and Approval of a Purchase in Excess of \$50,000 for a Replacement Generator and Transfer Switch for Lift Station Number 8

Moved by Vice Mayor Lee, seconded by Commissioner Hawkins, to approve the Consent Agenda as submitted. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

## 7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

- 7.1 Resolution Number 22-51: Country Side Diner Conditional Sign at 1602 North State Road 19 (Alternate Key Number 3809654)

Derek Schroth, City Attorney, announced Resolution 22-51: A Resolution of the City Commission of the City of Eustis, Florida; approving a Conditional Sign for Countryside Diner at 1602 North State Road 19 to permit a 265 square foot existing painted wall mural as a sign in the Suburban Corridor Design District, as greater signage amount than permitted by Land Development Regulations Section 115-11.2(D).

Heather Croney, Senior Planner, presented the request for a conditional sign for Country Side Diner that is greater than allowed by the Land Development Regulations. The site location is approximately 1.3 acres at 1602 N SR 19 (W side of N SR19, about 0.25 miles S of intersection of N SR19 and E CR44) and provided photos of the subject signage. She explained there is also a code violation due to the property owner not obtaining a sign permit prior to erecting the subject signage and noted that the building is blocked by trees and a billboard on the neighboring property. She reviewed the sign regulations pertaining to the design district and further explained how the existing signage exceeds what is allowed. She stated to be approved, a building permit application would have to be submitted and the temporary banner would need to be removed which would satisfy the code violation. She added that the code does allow for conditional signs and explained the requirements. She stated that the situation could be considered a special privilege as other restaurants have been at the location and did not request anything extra. She stated the Commission has the discretion to approve or deny.

The Commission questioned how much time staff including Code Enforcement spent on the request. They also questioned the owner regarding his business and how long he has been in business in the City.

Thomas Barberi responded that he has owned Haystacks in Eustis for 14 years and they opened the Countryside Diner in October 2020.

Commissioner Hawkins asked about if anyone has disapproved of the sign with Mr. Barberi responding negatively and indicating they have received compliments regarding the mural. He then commented on his need to find ways to attract more business noting how the pandemic affected their business. He noted how long the Huddle House was closed and then the Combat Cafe.

The Commission expressed concern about the need for this type of issue to be brought before the Commission and the need to address the sign ordinance. They apologized to Mr. Barberi for the situation.

Mr. Schroth opened the public hearing at 7:12 p.m. There being no public comment, the hearing was closed 7:12 p.m.

Discussion was held regarding what was needed to close the code violation.

Moved by Commissioner Cobb, seconded by Commissioner Hawkins, to approve Resolution Number 22-51 and to waive the permit fee. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

**7.2** Resolution Number 22-57: Reduction of Fine/Release of Lien, 2250 Dixie Avenue - Case 20-00235

Mr. Schroth announced Resolution 22-57: A Resolution of the City Commission of the City of Eustis, Florida; providing for a reduction of outstanding code enforcement fines and release of lien against 2250 Dixie Avenue, upon full payment of the reduced fine and upon satisfaction of conditions.

Mr. Carrino explained the applicant previously asked the Commission to reduce the fine; however, the Commission indicated they wanted more information and directed that the request follow the proper procedure and go back to the Code Enforcement Board. He stated that the case did go back to the Code Enforcement Board and they recommended to the Commission that the lien be reduced from approximately \$108,000 to \$88,000. He added that there is some question as to whether the property is fully in compliance. The Board's recommendation was to reduce to \$88,000 but only if the property was in complete compliance with the code. He stated that the property owner has done a lot of work on the property and cited some of the specific improvements. The Code Enforcement Supervisor had reported that the property is very close to compliance; however, there are areas where an inoperable vehicle and a storage structure are not screened from the public right-of-way. He reiterated the Board's recommendation and stated that the Commission has the discretion to not reduce the fine or reduce the fine anywhere between \$108,000 and zero.



The Commission asked when the case started with Mr. Carrino indicating that he had been working on the case for approximately three years.

Eric Martin, Code Enforcement Supervisor, reported that the first code inspection of the property occurred in February 2020.

The Commission questioned when the fines began occurring and why with Mr. Martin responding that the fines began accruing May 2021 in the amount of \$250 per day. He indicated the amount of the fine was due to the severity of the violations. He explained that the owner began cleaning up right away; however, it took very long due to the amount of debris. He reviewed a history of the violations explaining that, in the middle of the case, the owner sold the property to the tenants. He noted that the Code Enforcement Board granted two extensions during the timeframe.

Commissioner Hawkins informed the City Attorney that he may have been on the Code Enforcement Board during that time with Mr. Schroth indicating that would not constitute a conflict.

Lorenzo Tony, Marlowe's Design and Construction, explained the house was dilapidated when the tenants bought it and they got permits to tear the house down after which they approached him about building a new house. He explained he agreed to assist them and noted that one of the owners is a disabled veteran. He further explained that most of what was on the property was complete debris and noted that much of that time was during Covid. He indicated that he built a completely new house on a portion of the property. He added that, at the direction of Mr. Martin, he had erected a fence to block the view of a portion of the property. He explained that, once they are able to close on the house, Mr. Goodwin was going to obtain the funds to put up a gate. He added that there are only two items left on the property. He expressed concern regarding the meeting with the Code Enforcement Board and some of the questions they asked. He indicated that the City only has \$1200 in administrative costs invested in the case. He indicated that the lien was not placed on the property until two days before they could close on the property.

Chief Capri responded that the Code Enforcement Board asked appropriate questions; however, part of the problem was that Mr. Tony was appearing before the Board and not the property owner.

Mr. Carrino clarified that Mr. Tony has an extensive power of attorney for the property and submitted the lien reduction request using that power of attorney.

Mr. Tony indicated that when he first looked at the property there was no lien. He commented on his intent to assist a veteran.

Commissioner Hawkins acknowledged he questioned the case due to the property owner not appearing before the Commission. He confirmed that Mr. Rogers will be moving into the house once the property closes.

Commissioner Cobb further commented on the previous consideration of the and expressed concern regarding how long the property was out of compliance and questioned how do they know it will be completely brought into compliance.

Mr. Carrino explained the only things needed to bring it into compliance is to install a fence to run north to south in the backyard and get a tag for the truck.

Mr. Rogers explained he inherited the property from his brother in poor shape. He stated it has to close so he can pay Mr. Tony.

Mr. Schroth opened the public hearing opened at 7:35pm.

George Asbate, Code Enforcement Board member, commented on his belief that the builder did not do his due diligence for the property. He stated it is standard practice to contact the local municipality to determine if there are any outstanding code violations. He noted that during the CEB hearing, the Board asked if Mr. Rogers would be living in the house. They then asked if he could agree to allow a deed restriction that would require Mr. Rogers to live on the property for the remainder of his life and the contractor refused.

Alan Paczkowski, Code Enforcement Board Chair, stated there was 883 days of violations and non-compliance as of the last Code Enforcement Board (CEB) meeting with no response received from the property owner. He reviewed the various CEB actions on the property. He noted that the property consists of four lots. He expressed concern regarding the possibility that the intent is to divide the property into four lots. He commented on the lack of due diligence by the contractor. He stated that the Board determined the amount they recommended to reduce the fine to was based on \$100/day times 883 days and they rounded it down to \$88,000. He stated that all votes on the property were unanimous.

The Commission asked Mr. Rogers what is his address with Mr. Rogers responding his current address is 2414 E. Orange Ave. and he previously lived on Dixie with his brother. He commented on the history of the property with his brother.

The Commission asked if Mr. Rogers received the code enforcement notices with Mr. Martin stating that eight notices were sent.

Mr. Tony spoke about his involvement in the process and explained the power of attorney was only for him to be able to represent Mr. Rogers before the City. He presented a copy of the power of attorney to the Commission. He added that the Board suggested that Mr. Rogers sell the property to pay the City and he refused for them to do that. He questioned why the Board would suggest that. He further explained that, if Mr. Rogers passes, his nephew would take over the property.

Darren Rogers, Will Goodwin's son, commented on his efforts to clean up the property and assist his uncle. He stated that he did not receive the paperwork and was not aware of the \$100 per day fine.

The Commission confirmed how the notices were provided with Mr. Martin stating that a notice is also posted on the property.

The Commission questioned how long the property has been in the City with Mr. Carrino responding that it was annexed into the City September 2018.

Mr. Martin explained that the Water Department reported the property to Code Enforcement in 2020 due to someone living on the property without water.

Commissioner LeHeup-Smith stated that the property has been cleaned up and it looks good. She expressed support for reducing the fine to the administrative costs and stated she didn't care if they subdivide and sell the property.

Commissioner Hawkins expressed agreement with lowering the fine and stated he would prefer that it be totally in compliance first.

Dr. Brockington noted the Police Chief's comments regarding the property. He stated that they have done what was asked of them. He encouraged the Commission to approve the fine reduction so Mr. Rogers can move into his home.

The Commission asked how the City can know the property will stay in compliance.

Mr. Rogers emphasized he is trying to do the right thing and will keep the property in compliance.

Jaime Eaton stated she works for the VA and can help Mr. Rogers get assistance with keeping up the property.

Mr. Asbate responded to the comment by Mr. Tony that the Board suggested that Mr. Rogers sell the lots to pay off the fine. He stated that was not true and that Mr. Rogers could move into the house except for the contractor. He expressed opposition to reducing the fine.

The public hearing was closed at 7:57 p.m.

Mr. Tony responded that one of the Code Enforcement Board members made the statement that Mr. Rogers could sell the property to pay the fine.

Mr. Schroth stated that the power of attorney is very broad and would allow for sale of the property. He explained that if they have concerns about the property still being noncompliant, they can approve whatever reduction they choose and make it contingent upon the property being brought into compliance.

The Commission questioned whether or not the Code Enforcement Board has ever reduced a fine by that much.

Mr. Asbate responded that the only time that the Board reduced a large fine was due to the only property owner being under the age of 18 and not legally able to

sign. The property was brought into compliance and stayed in compliance and when the child reached the age of 18, they reduced the fine.

Mr. Paczkowski further stated that the child was represented by an attorney who was purchasing the property. He explained how the Board reaches a decision regarding a request to reduce a fine and the process used in assessing a lien.

The Commission asked how many extensions were given in the subject case with Mr. Paczkowski responding five to eight. He expressed frustration with people not attending the CEB meetings to plead their case.

The Commission further discussed whether or not to reduce the fine and, if so, by how much. It was noted that the City cannot send the message that someone can accrue a large fine and then it will be lowered.

The Commission asked when they acquired the property with Mr. Carrino indicating the warranty deed is dated November 25, 2020.

Commissioner Cobb moved to approve Resolution 22-57. Seconded by Mayor Holland.

Commissioners LeHeup-Smith and Hawkins both indicated the \$88,000 fine was too high.

The motion failed on a 3 to 2 vote.

Commissioner LeHeup-Smith moved to approve Resolution 22-57 with a reduction to \$7,500. Commissioner Hawkins seconded the motion.

The motion failed on a 3 to 2 vote.

Further discussion was held regarding the reduction of the fine.

Subsequent to approval of Resolution 22-57 with reduction to \$10,000, the following discussion was held:

Mr. Carrino confirmed that the Commission was comfortable with staff confirming when the property is in compliance. He then explained what is still needed.

Further discussion was held regarding the issue with them not being able to close on the house until the lien is released.

Mr. Martin explained that the code requires that the inoperable vehicle and cargo box be screened from view from adjacent properties. He stated they do not have to fence the entire property. He explained they only have to box those in and noted that it is already screened from the north and south.

Mr. Schroth stated that the decision was to allow staff to determine compliance and that, once that is done, the City will release the lien upon receipt of the payment.

Mr. Martin indicated they could move the truck closer to the tool box to reduce the amount of fencing material used.

Moved by Commissioner Hawkins, seconded by Vice Mayor Lee, to approve Resolution Number 22-57 with the lien reduced to \$10,000. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee and Commissioner LeHeup-Smith

Nays: Commissioner Cobb and Mayor Holland

**7.3** 2nd Reading: Ordinance Number 22-18 – Voluntary Annexation of property located on the South side of County Road 452, West of North Country Road (alternate key numbers 1743346 and 3840638)

Mr. Schroth read Ordinance Number 22-18 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 4.8 acres of real property at Alternate Key Numbers 1743346 and 3840638 on the south side of County Road 452, west of North Country Road.

Mr. Schroth opened the public hearing at 8:19 p.m. There being no public comment, the hearing was closed at 8:19 p.m.

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to adopt Ordinance Number 22-18 on second and final reading. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

**7.4** 2nd Reading: Ordinance 22-19 - Changing the Future Land Use Designation of property located on the south side of County Road 452, west of North Country Road from Urban Low in Lake County to Suburban Residential in the City of Eustis

Mr. Schroth read Ordinance Number 22-19 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 FS; changing the future land use designation of approximately 4.8 acres of recently annexed real property at alternate key numbers 1743346 and 3840638, on the south side of County Road 452, west of North Country Road, from Urban Low in Lake County to Suburban Residential in the City of Eustis.

Mr. Schroth opened the public hearing at 8:20 p.m. There being no public comment, the hearing was closed at 8:20 p.m.

Moved by Commissioner Hawkins, seconded by Commissioner Cobb, to Ordinance Number 22-19 on second and final reading. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

**7.5** 2nd Reading: Ordinance Number 22-20 - Assigning the Suburban Neighborhood Design District Designation to property located on the south side of County Road 452, west of North Country Road

Mr. Schroth read Ordinance Number 22-20 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood Design District Designation to approximately 4.8 acres of real property at alternate key numbers 1743346 and 3840638, located on the south side of County Road 452, west of North Country Road.

Mr. Schroth opened the public hearing at 8:20 p.m. There being no public comment, the hearing was closed at 8:20 p.m.

Moved by Commissioner Hawkins, seconded by Vice Mayor Lee, to adopt Ordinance Number 22-20 on second and final reading. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

**8. RECESS: 8:21 P.M. RECONVENE: 8:33 P.M.**

**9. OTHER BUSINESS**

**9.1** Discussion regarding allowance of Chelsea Square Station Preliminary Subdivision Plat to be reheard before the 9 month waiting period

Mr. Carrino noted that the item was previously before the Commission; however, the Commission voted to not move forward. He added that the Commission has rules regarding how soon an item may be brought back to the Commission. He indicated that staff has been meeting with the developer and they have a plan where they are looking to develop on the north side of the property as previously proposed but with the elimination of the cottage lots on the south side of the property. He stated their intent is to designate that portion as commercial in a future phase. He stated that the Commission has three options as follows: 1) Determine that the proposal is substantially different from what was considered previously and the code would allow them to consider the changed proposal; 2) The Commissioners that voted against the previous request could vote to reconsider and rehear the project; or 3) The Commission could choose not to reconsider the proposal and require that the developer wait the required nine months. He stated that the developer has a brief presentation.

Kim Booker, Booker and Associates, stated their proposal is substantially different than what was previously proposed and that they listened to the comments previously made by the Commission and took those into account. She noted that the Commercial portion of the project was approved in 2019 when it was annexed in. She indicated the future land use is MCR (Mixed Commercial/Residential) and Suburban Residential in the back. She stated they had proposed in July 113 single family residential lots with 39 were the cottage lots and 74 were house lots. She explained that the new proposal retains the 74 house lots on the north side and removes the cottage lots and returns that section to a commercial use.

Ms. Booker presented slides comparing the July proposal and the current proposal. She commented on the plan that was originally approved by Lake County and the infrastructure. She explained that all of the infrastructure would have to be approved and accepted by the City. She indicated they are only requesting one waiver regarding the depth of the lots. She explained that the width of the lots will be 60 feet and the Commercial will meet the MCR and Suburban Neighborhood land use requirements. She stated they are requesting to get their input on what is proposed. She offered to meet individually with the Commissioners.

Mr. Carrino explained what is required that night was whether or not the Commission is willing to reconsider the application with Ms. Booker adding that they would also like to hear the Commission's comments.

Mr. Schroth asked the Commission to let them know if they have any strong objections to what is being proposed with there being no comments by the Commission. Mayor Holland indicated they had addressed all of his concerns.

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, for the Commission to reconsider the application. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb and Mayor Holland

**9.2 Report on Business Incubator**

Al Latimer, Economic Development Director, provided a recap of the previous presentation from August 4th regarding partnering with UCF to create an incubator in downtown Eustis. He noted that after their discussion the Commission asked staff to develop a plan. He then reviewed the plan developed by staff with two objectives as follows: 1. Determine the type of incubator that would work for Eustis; and 2. Develop a strategy for securing essential partnerships, specifically around funding and delivery of client services.

Mr. Latimer then reviewed the action steps as follows: 1. Work with UCF to define the City's entrepreneur community; 2. Identify and solicit funding from organizations to share the cost of the incubator; 3. Attempt to raise \$100,000 in partnership funding; 4. Meet with Lake Tech and Lake Sumter to coordinate entrepreneur development services they offer with those proposed by UCF; 5. Research additional resources beneficial to incubator clients; and 6. Provide the Commission with an all cost accounted for detailed budget. He explained there

was insufficient detailed discussion to determine what an operating budget would look like. He stated staff's intent to bring back a detailed budget to the Commission once it is determined.

Mr. Latimer then commented on Action Step #3. He stated staff's intent to reach out to Lake County as a funding partner. The County indicated that the best way to get a proposal in front of the Lake County Commission is to submit a letter signed by the City Manager. He stated staff is seeking the Commission's permission to proceed with all of the action steps including having the letter authored by the City Manager for presentation to the County.

Mayor Holland reported that Lake County Commission Chairman Sean Parks is willing to push the request forward to the County Commission on Tuesday, August 23rd as long as the letter is received by Friday, August 19th. He confirmed they would be asking for as much funding as possible and requested that as many of the Commissioners as possible attend that meeting along with Mr. Latimer, George Asbate and Pam Rivas.

Mr. Carrino recommended that the request be for \$200,000 per year for three years.

CONSENSUS: It was a consensus of the Commission for the City Manager to write the letter with the request as stated.

**10. FUTURE AGENDA ITEMS AND COMMISSION REPORTS**

**10.1 Commission**

Commissioner LeHeup-Smith thanked Ann Ivey for the rose in honor of her mother's birthday. She commented positively on her attendance at the League of Cities conference.

Commissioner Cobb also commented on the good takeaways from the League of Cities conference. She stated she would be attending the October IEMO institute for first time commissioners. She asked to schedule a sign workshop for some time in September. She noted that the Commission received some sign ordinances from the City Attorney from other cities.

Commissioner Hawkins asked to have a discussion regarding permits for after-hours events and the special event permit process.

Vice Mayor Lee stated she also enjoyed the League of Cities conference. She asked about the status of the mow to own program with Mr. Carrino responding that has been discussed at the CRA Review Committee meetings and indicated that he needs to schedule the next meeting.

**City Manager**

Mr. Carrino announced a reception would be held for the grand opening/ribbon cutting for the Bishop family post card collection on Thursday, September 29th at 5:30 p.m. It was agreed to move it to the first meeting in October. He then



commented on the resignation of the east side CRA representative and asked the Commission wants to advertise the position or have a discussion regarding the CRA community representatives with a consensus to hold a discussion at the next available meeting. He reminded the Commission that the September meetings have been moved to the second and fourth Thursdays.

City Attorney

Mr. Schroth asked to schedule a closed session to discuss litigation with a consensus of the Commission for him to schedule the closed session. He then informed the Commission that he had informed Ms. Patel that her next step is to bring forward an offer as the motel is now in full compliance. It was a consensus of the Commission for her to take her offer to the Code Enforcement Board first.

Mr. Schroth stated that it has been at least 16 years since the Commission had a raise in salary. He commented on how the volume of work has increased for the Commission and suggested that the Commission ask staff to see what surrounding cities are paying their legislative bodies. He also noted that in 2008 the Commission did away with the Commissioners receiving health insurance. It was a consensus of the Commission to have staff research what other cities are paying versus their population.

Mayor

Mayor Holland announced that Debbie Beard Crow passed away and noted that her grandfather founded Golden Gem in Umatilla. He announced the details of her funeral service and expressed condolences to her family. He then reported on the high school pep rally held in Ferran Park and expressed congratulations to the Events staff. He noted the Principal of Eustis High would like to hold more events in the park for the high school. He stated the League of Cities conference was outstanding. He thanked the residents for allowing him to be reelected without opposition for another four years. He congratulated Bruce Johnson and Gary Ashcraft who are up for election for Commissioner LeHeup-Smith's seat.

**11. ADJOURNMENT: 9:00 P.M.**

*\*These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to [www.eustis.org](http://www.eustis.org) and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN  
City Clerk

MICHAEL L. HOLLAND  
Mayor/Commissioner



# City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION  
 FROM: TOM CARRINO, CITY MANAGER  
 DATE: October 6, 2022  
 RE: RESOLUTION NUMBER 22-66: APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR CUSTOMER SERVICE POSTAGE COSTS

## Introduction

Resolution Number 22-66 approves a purchase in excess of \$50,000 for postage needed for the year to send out monthly utility bills and correspondence to the City's approximate 12,500 utility customers.

## Recommended Action

Staff recommends approval of the Resolution 22-66.

## Background

The approved FY 2022-2023 Budget includes \$72,555 in funding for the procurement of the postage necessary to mail the 12,500 plus monthly customer utility bills. Including other correspondence, this equates to over 150,000 bills sent during the course of the year. The request at this time is for the replenishment of the annual postage. Money will be requested monthly as needed in approximately 6,000 increments. This request can be accommodated by funding in the Customer Service operating account 040-3120-536-30-42.

## Alternatives

1. Approve Resolution Number 22-66 and authorize the purchase of postage.
2. Reject Resolution Number 22-66 and reject the purchase of postage.

## Discussion of Alternatives

1. Alternative 1 approves the purchase.
  - a. Advantages
    - i. The City can continue its monthly billing cycles without interruption.
    - ii. There will be no loss in utility revenue as a result of billing interruption.
    - iii. Customers will have knowledge of their utility usage, amounts due, and amounts paid.
  - b. Disadvantages
    - i. None.

2. Alternative 2 rejects the purchase.
  - a. Advantages
    - i. None.
  - b. Disadvantages
    - i. Monthly billing cycles will not take place or be significantly interrupted.
    - ii. The City will lose significant amounts of revenue.
    - iii. Customers will no longer have knowledge of their account status.

**Budget and Staff Impact**

The approved FY 22-66 Customer Service Budget includes the funding necessary for this purchase.

**Prepared By:**

Mike Sheppard, Finance Director

**Reviewed By:**

Nailya (Nelly) Harnisch, Deputy Finance Director

**RESOLUTION NUMBER 22-66**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR POSTAGE FOR CUSTOMER SERVICE UTILITY BILLING.**

**WHEREAS**, the City’s approved FY 22-23 Budget includes funding for the purchase of postage needed for utility bills; and

**WHEREAS**, the City Commission must approve any purchase exceeding \$50,000; and

**WHEREAS**, in order to replenish postage for the coming fiscal year and facilitate uninterrupted customer billing cycles, a purchase exceeding \$50,000 will be required for this purpose; and

**WHEREAS**, it is in the best interest of the City to be able to issue monthly customer service bills on schedule.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Eustis, Lake County, Florida, as follows:

**SECTION 1**

That the Finance Customer Service Department is hereby authorized to make a purchase in an amount budgeted for \$72,555 for the procurement of postage.

**DONE AND RESOLVED** this 6<sup>th</sup> day of October, 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida. **Time Adopted** \_\_\_\_\_

**CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA**

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October 2022, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial No:

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution No. 22-66 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



## City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

# Staff Report

**TO:** Eustis City Commission  
**FROM:** Tom Carrino, City Manager  
**DATE:** October 6, 2022  
**RE:** RESOLUTION NUMBER 22-67: A RESOLUTION SUPPORTING THE GRANT AWARD AGREEMENT FOR A SMALL MATCHING GRANT FROM THE DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES

### **Introduction:**

Resolution Number 22-67 supports the signing and execution of the grant award agreement, awarded by the Florida Department of State, Division of Historical Resources, for a small matching grant to obtain up to \$50,000 to update historic surveys performed by the city between 1992 and 2010

Previously, on May 20, 2021, Resolution Number 21-34 was approved by the Eustis City Commission to support staff submittal of a small matching grant application to obtain up to \$50,000 to update historic surveys performed by the city between 1992 and 2010.

### **Background:**

On June 3, 2021, the City of Eustis Development Services department submitted a grant application to request funding to update our historic surveys. If awarded funding, the new proposed survey would provide a survey of resources that may have “come of age” since the prior four surveys. Additionally, the proposed survey should determine which properties may have been demolished since the prior four surveys, which will result in some basic updated numbers. With this approach, we would be looking at a survey that would include the following:

Grant Title: “City of Eustis Historic and Architectural Survey, 1940-1971\*, \* Selected Resources”

1. Historical and Architectural Survey Phase I (Eustis Site Survey, 1992): Survey of properties from 1940 through 1971.
2. Historical and Architectural Survey Phase II (1994): Survey of properties from 1945 through 1971.
3. Eustis Downtown Survey (2002): Survey of properties from 1951 through 1971.
4. Historic and Architectural Survey Phase III (Egypt and East Town, 2010): Survey of properties from 1959 through 1971.

On September 1, 2022, Nicole Hu, Historic Preservation Grants Specialist with the Florida DOS, provided notification of the contract details for Small Matching Project 23.h.sm.200.149 - Eustis Historic & Architectural Survey. Once staff confirmed that there were no issues with the contract details, Ms. Hu then provided the Grant Award Agreement on September 6, which staff reviewed. Staff requested the start date of the agreement to be moved to a date closer to the current rather than July, which has passed. Staff also requested an extension of other deadlines presented in the agreement. Ms. Hu responded that the State cannot edit or change any of the standardized dates and/or language listed within the Grant Award Agreement (GAA). For any extended dates, an Extension Amendment will need to be made after the GAA has already been fully executed by the FL DOS Division Director. For the extension of Encumbrance of Funds, Ms. Hu made a note within their internal tracking sheet that it is extended to January 31, 2023. The Progress Report dates are standardized and cannot be changed.

Once the GAA is signed by the City of Eustis and sent back to the FL DOS, the City of Eustis will need to issue a Request for Proposals (RFP) to find the best consultant to do the work on this grant for the City. Once a consultant is on board to assist with this, the City Development Services department – Planning staff will work with the consultant to complete the small matching grant project.

This grant project can benefit the City, specifically the historic areas and economic development efforts in collecting better records of information on historic sites, which can be used for education and events to increase pride in the City. Preserving historic homes and buildings act as learning tools not only for architects and builders, but students and communities as well. Additionally, this information can assist in creating a sense of culture in neighborhoods as restoring historic buildings and increasing information on historic buildings can connect people to the past. Historic buildings are physical reminders of what came before us. Historical buildings such as libraries, cathedrals, and estates give us a way to study the past and make sense of the communities that came before us. Old buildings have unique characteristics that can be difficult to replicate in new commercial builds. Not only does historic restoration benefit culture and education, but it also helps to boost the economy. Preserving or restoring old structures is good for business. It benefits travel and tourism. Finally, any form of restoration is environmentally friendly compared to a new build. You are not wasting materials, or creating a need for new ones. Also, rehabilitating existing structures can make them more eco-friendly or durable to lessen maintenance costs. Efforts to restore buildings can also help to limit other environmental factors, such as suburban sprawl, traffic, and environmental degradation. You can restore a structure that has value, history, and meaning without the need for demolition or investing in tons of new materials. With historic restoration or preservation, you can return a structure to its original look while also making it more energy efficient and increasing its value.

**Recommended Action:**

The administration recommends approval of Resolution Number 22-67.

**Alternatives:**

1. Approve Resolution Number 22-67.
2. Deny Resolution Number 22-67.

**RESOLUTION NUMBER 22-67**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, SUPPORTING THE GRANT AWARD AGREEMENT FOR A SMALL MATCHING GRANT FROM THE DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES TO UPDATE THE PHASE I, PHASE II, DOWNTOWN, AND PHASE III HISTORIC SURVEYS TO INCLUDE RESOURCES THAT HAVE “COME OF AGE” SINCE THE LAST SURVEY COMPLETED IN 2010.**

**WHEREAS**, as a Certified Local Government since June 24, 1997, the City of Eustis has a recognized commitment to historic preservation, and;

**WHEREAS**, four surveys of historic resources within the City of Eustis were conducted between 1992 and 2010 within the corporate limits of Eustis; and

**WHEREAS**, historic resources that have “come of age” by becoming 50 years or older since 2010 have not been recognized and recorded, and

**WHEREAS**, the Department of State, Division of Historic Resources may grant up to \$50,000 through it’s small matching grant program for survey updates; and

**WHEREAS**, Certified Local Governments in good standing are eligible for a match waiver; and

**WHEREAS**, the City Commission has declared that the preservation, protection, enhancement, perpetuation and use of landmarks, landmark sites and historic districts is a public necessity because they have a special historic, architectural, archaeological, aesthetic or cultural interest and value and thus serve as visible reminders of the history and heritage of the city, state and nation.

**NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:**

**Section 1:** That the City Commission supports staff in the signing and execution of the grant award agreement for a Historic Preservation Matching Grant for Fiscal Year 2022-2023.



**DONE AND RESOLVED** this 6th day of October 2022, in regular session of the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE  
CITY OF EUSTIS, FLORIDA**

\_\_\_\_\_  
Michael L. Holland  
Mayor-Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran  
City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October 2022, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial No:

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-67 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk

**AGREEMENT BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**  
**AND**  
**City of Eustis**  
**23.h.sm.200.149**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Eustis hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 23.h.sm.200.149 for the Project "City of Eustis Historic and Architectural Survey, 1940-1971," in the amount of \$50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3162, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "City of Eustis Historic and Architectural Survey, 1940-1971," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to hire a historic preservation consultant to conduct a historical resources survey of the City of Eustis, including preparing a survey report conforming to Chapter 1A-46, Florida Administrative Code (FAC), and a minimum of two hundred (200) new/updated Florida Master Site File (FMSF) forms. Grant funds will also be used for grant and project management and administration.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description  | Documentation  | Payment Amount |
|---|--------------|--|--|----------------|
| 1 | Fixed Price  | Submit a copy of the historic preservation consultant's credentials and a survey timeline to the Division for review and approval. | One (1) copy of the historic preservation consultant's credentials; One (1) copy of the survey timeline. | \$12,500       |
| 2 | Fixed Price  | Complete and submit five (5) FMSF forms, including maps and photographs, to the Division for review and approval.                  | Five (5) completed FMSF forms, including maps and photographs.   | \$12,500       |

|               |             |  |  |                 |
|---------------|-------------|--|--|-----------------|
| 3             | Fixed Price | Complete and submit a draft survey report conforming to Chapter 1A-46, FAC, to the Division for review and approval.   | One (1) electronic copy of the draft survey report conforming to Chapter 1A-46, FAC.   | \$12,500        |
| 4             | Fixed Price | Complete and submit a minimum of two hundred (200) new/updated FMSF forms, including photographs and maps, and a final survey report, conforming to Chapter 1A-46, FAC, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment. | One (1) electronic and one (1) hard copy of the minimum of two hundred (200) new/updated FMSF forms, including photographs and maps; One (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, FAC; One (1) Single Audit Form. | \$12,500        |
| <b>Totals</b> |             |  |  | <b>\$50,000</b> |

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22, and shall end 06/30/23, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Nicole Hu  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6355

Email: Nicole.Hu@dos.myflorida.com

**For the Grantee:**

Contact: Heather Croney

Address: 4 N. Grove Street Eustis Florida 32726

Phone: 352.483.5460

Email: croneyh@eustis.org

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverables given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
  - b) All payments will be made in accordance with the completion of those Deliverables.
  
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
  
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
  
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
  
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

## 9. Additional Special Conditions.

### Survey Projects.

- a) The Grantee shall submit survey project contracts to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- b) A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.
- c) For historic resource and archaeological survey projects, the Grantee shall follow the historic resource and archaeological survey standards and guidelines as outlined in Chapter 1A-46, Florida Administrative Code, available online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.
- d) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

- 10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Division.
  - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
- 11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
  - b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **First Project Progress Report** is due by October 31, for the period ending September 30.
  - b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
  - c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
  - d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement, Chapter 287 of the Florida Statutes and/or Rule 60A-1.002 of the Florida Administrative Code;
  - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - d) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
  - e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>, standards available at <https://www.nps.gov/tps/standards.htm> and [https://www.nps.gov/history/local-law/arch\\_stnds\\_0.htm](https://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;



- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- h) Entertainment, food, beverages, plaques, awards or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs;
- n) Capital improvements to property;
- o) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Planning for accessibility improvements for Religious Properties;
- q) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- r) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been

provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

- s) Supplies that will not be consumed in use during the duration of this project;
- t) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- u) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- v) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is

dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict

conformity with all applicable laws and regulations of the local, state and federal law.

- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
  - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall

not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.
- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the

standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
  - a) This Agreement
  - b) Estimated Project Budget (Attachment A)
  - c) Single Audit Act Requirements and Exhibit I (Attachment B)

**In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

Grantee:

By:

By: \_\_\_\_\_  
Authorizing Official for the Grantee

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**Estimated Project Budget**

| <b>Description</b>                   | <b>Grant Funds</b> | <b>Cash Match</b> | <b>In Kind Match</b> |
|--------------------------------------|--------------------|-------------------|----------------------|
| Historic Resources Survey and Report | \$47,500           | \$0               | \$0                  |
| Grant Administration                 | \$2,500            | \$0               | \$0                  |
| <b>Totals</b>                        | <b>\$50,000</b>    | <b>\$0</b>        | <b>\$0</b>           |

## ATTACHMENT B

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Auditor General's Office at the following address:
    - Auditor General
    - Local Government Audits/342
    - Claude Pepper Building, Room 401
    - 111 West Madison Street
    - Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.
- 4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

**EXHIBIT 1****FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Florida Department of State Historic Preservation Grants, CSFA Number 45.031. Award Amount is \$50,000.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT  
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

Grant Award Agreement (Form GAA001), Effective 06/2022  
*Rule 1A-39.001, Florida Administrative Code*

**23.h.sm.200.149, City of Eustis Historic and Architectural Survey, 1940-1971****City of Eustis****Scope of Work**

Grant funds will be used to hire a historic preservation consultant to conduct a historical resources survey of the City of Eustis, including preparing a survey report conforming to Chapter 1A-46, Florida Administrative Code (FAC), and a minimum of two hundred (200) new/updated Florida Master Site File (FMSF) forms. Grant funds will also be used for grant and project management and administration.

**Deliverables**

| <b>Deliverable Number</b> | <b>Deliverable Description</b>   | <b>Documentation</b>   | <b>Payment Amount</b> |
|---------------------------|--|--|-----------------------|
| 1                         | Submit a copy of the historic preservation consultant's credentials and a survey timeline to the Division for review and approval.   | One (1) copy of the historic preservation consultant's credentials; One (1) copy of the survey timeline.   | \$12,500              |
| 2                         | Complete and submit five (5) FMSF forms, including maps and photographs, to the Division for review and approval.  | Five (5) completed FMSF forms, including maps and photographs.   | \$12,500              |
| 3                         | Complete and submit a draft survey report conforming to Chapter 1A-46, FAC, to the Division for review and approval.   | One (1) electronic copy of the draft survey report conforming to Chapter 1A-46, FAC.   | \$12,500              |
| 4                         | Complete and submit a minimum of two hundred (200) new/updated FMSF forms, including photographs and maps, and a final survey report, conforming to Chapter 1A-46, FAC, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment. | One (1) electronic and one (1) hard copy of the minimum of two hundred (200) new/updated FMSF forms, including photographs and maps; One (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, FAC; One (1) Single Audit Form. | \$12,500              |

**Budget**

| <b>Description</b>                   | <b>Grant Funds</b> | <b>Cash Match</b> | <b>In-Kind Match</b> |
|--------------------------------------|--------------------|-------------------|----------------------|
| Historic Resources Survey and Report | \$47,500           | \$0               | \$0                  |
| Grant Administration                 | \$2,500            | \$0               | \$0                  |
| <b>Totals</b>                        | <b>\$50,000</b>    | <b>\$0</b>        | <b>\$0</b>           |

**RESOLUTION NUMBER 21-34**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, SUPPORTING PURSUIT OF A SMALL MATCHING GRANT FROM THE DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES TO UPDATE THE PHASE I, PHASE II, DOWNTOWN, AND PHASE III HISTORIC SURVEYS TO INCLUDE RESOURCES THAT HAVE "COME OF AGE" SINCE THE LAST SURVEY COMPLETED IN 2010.**

**WHEREAS**, as a Certified Local Government since June 24, 1997, the City of Eustis has a recognized commitment to historic preservation; and

**WHEREAS**, four surveys of historic resources within the City of Eustis were conducted between 1992 and 2010 within the corporate limits of Eustis; and

**WHEREAS**, historic resources that have "come of age" by becoming 50 years or older since 2010 have not been recognized and recorded; and

**WHEREAS**, the Department of State, Division of Historic Resources, may grant up to \$50,000 through its small matching grant program for survey updates; and

**WHEREAS**, Certified Local Governments in good standing are eligible for a match waiver; and

**WHEREAS**, the City Commission has declared that the preservation, protection, enhancement, perpetuation and use of landmarks, landmark sites and historic districts is a public necessity because they have a special historic, architectural, archaeological, aesthetic or cultural interest and value and thus serve as visible reminders of the history and heritage of the city, state and nation.

**NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:**

**Section 1:** That the City Commission supports staff submittal of a Historic Preservation Matching Grant for Fiscal Year 2022-2023.

**Section 2:** That the Mayor is authorized to execute a letter of support for inclusion in the application submittal.

**DONE AND RESOLVED** this 20th day of May 2021, in regular session of the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE  
CITY OF EUSTIS, FLORIDA**





Michael L. Holland  
Mayor/Commissioner

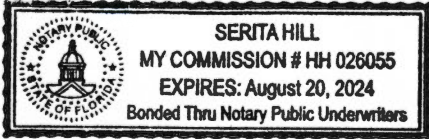
**ATTEST:**

Mary C. Montez  
Mary C. Montez, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

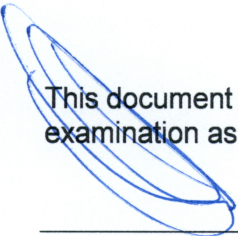
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill  
Notary Public - State of Florida  
My Commission Expires: Aug 20, 2024  
Notary Serial No: HH 026055

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.



\_\_\_\_\_  
City Attorney's Office

5/20/2021  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 21-34 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez  
Mary C. Montez, City Clerk





# City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: 10/6/2022

RE: Resolution Number 22-70 Purchase of Books and Other Reading Materials

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**Introduction:**

Resolution Number 22-70 authorizes the purchase in excess of \$50,000 for books and other reading materials.

**Background:**

Staff selected the vendor Baker and Taylor through the City's standard bidding process for the purchase of library materials.

**Recommended Action:**

Staff recommends approval of Resolution Number 22-70.

**Budget/Staff Impact:**

The resolution authorizes a purchase in the amount of \$65,000 as approved as part of the Library's fiscal year 2022-2023 budget.

**Prepared By:**

Ann Ivey, Library Director

**RESOLUTION NUMBER 22-70**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PURCHASE OF BOOKS AND OTHER READING MATERIALS.**

**WHEREAS**, the Eustis Memorial Library continually updates its various reading materials with both classic and current books; and

**WHEREAS**, sufficient funding is available within the Library’s Fiscal Year 2022-2023 Budget; and

**WHEREAS**, staff selected the vendor Baker and Taylor in the bidding process; and the library purchases more than \$50,000 in library materials from this vendor each year; and

**WHEREAS**, the City Commission must approve any purchase in excess of \$50,000.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Eustis, Lake County, Florida, as follows:

1. That the City Commission hereby authorizes a purchase in excess of \$50,000 for the purchase and delivery of books and other reading materials from the selected vendor Baker and Taylor in the amount of \$65,000.00.
2. That the City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase.

**DONE AND RESOLVED**, this 6th day of October, 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

**CITY COMMISSION OF THE  
CITY OF EUSTIS, FLORIDA**

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial Number:

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-70 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 6, 2022

RE: RESOLUTION NO. 22-71 APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR ANNUAL PAYMENT TO VERTEKS CONSULTING, INC AS WELL AS THE ONE YEAR EXTENSION OF THE CONTRACT.

**Introduction:**

Resolution 22-71 approves a purchase in excess of \$50,000 for the contractual annual payment to Verteks Consulting, Inc., for information technology consulting services.

**Recommended Action:**

Staff recommends approval of the resolution.

**Background:**

The approved FY 2022-23 Budget includes information technology, equipment and consulting services in excess of \$50,000. The City currently has a contract in place with Verteks to provide consulting services for computer and network support to include Help Desk Support, scheduling, dispatch, phone and remote-control tech support, server support and maintenance, virus definition management and monitoring, daily backup monitoring, drive space monitoring, along with various purchases of equipment and software on a State Contract, etc. These services are critical to ensure continuation of daily City operations and services. The current contract has an attached extension agreement to be signed by the City manager if approve to the end of September 2023.

The prior bid we received, a quote from Verteks and Morse Communications. Verteks staffing was 12 while Morse had only 2 people on staff. Verteks staffing provides for better coverage in various IT solutions which may arise in an ever-changing IT world. The cost is split 50-50 between the General Fund and Water and Sewer Fund. The City intends to do another RFP during coming year to insure the highest quality at the most reasonable price for the above services.

Three contracts are in effect for Verteks as well as purchase of software and hardware as needed:

- Help Desk Support which includes unlimited services monitoring the services for \$30,000 per year flat fee.
- Managed Network services was based on 30 hours a month. The cost of this service is \$23,400. Any hours not used are rolled to the next month.
- The Mitel Phones have a service agreement of \$8,160.

- Other miscellaneous service agreements through Verteks include Spam monitoring and anti-virus and malware (\$15,940) and hardware cost estimated at (\$14,500).
- Total estimated cost \$92,000.

**Alternatives:**

- 1) Approve Resolution 22-71 and authorize the annual payment to Verteks.
- 2) Reject Resolution 22-71 and reject the annual payment to Verteks.

**Discussion of Alternatives:**

- 1) Alternative 1 approves the payment.

Advantages:

- The City can continue mission critical daily operations without interruption.
- The City will continue to benefit from essential IT support.
- The City will abide by the contract currently in place.

Disadvantages:

- None

- 2) Alternative 2 rejects the annual payment.

Advantages:

- None

Disadvantages:

- The City may lose computer, network, and server capacity and efficiency.
- Information may be lost or corrupted due to virus intrusion.
- Help Desk would be extremely limited for employee computer trouble-shooting.
- The City could lose vast amounts of data and information in the event of back-up failure.
- The City may become more vulnerable to hostile intrusion into its information systems.
- State of Florida and our Insurance Coverage is contingent on the purchase of software and malware to help prevent these events.

**Budget Impact:**

The approved FY22-23 General Fund and Water and Sewer Fund budgets include the contractual support fees necessary for the annual Verteks payment.

**Prepared by:**

Mike Sheppard, Finance Director

**Reviewed by:**

Nelly Harnisch, Deputy Finance Director

## RESOLUTION NO. 22-71

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR INFORMATION TECHNOLOGY CONSULTING SERVICES AND TO EXTEND THE SERVICES FOR 2022-23 UNDER THE PREVIOUS RFP# 10-16.**

**WHEREAS**, the City's approved FY 2022-23 Budget includes funding for information technology consulting; and

**WHEREAS**, Verteks Consulting was ranked as the #1 respondent by an Evaluation Committee pursuant to City of Eustis RFP #010-16 and a contract is in place with Verteks Consulting to provide these services through FY 2020, with a three-year renewal option thereafter through FY 2022-23; and

**WHEREAS**, the City has the extension agreement holding the pricing to be extended through September 30, 2023 and the City's Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$50,000; and

**WHEREAS**, the services are essential to City operations for computer and network support, help desk, scheduling, server maintenance, daily back-up, virus protection, etc.; and

**WHEREAS**, it is in the best interest of the City to continue these critical information technology services and abide by the contract in place.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Eustis, Lake County, Florida, that:

- (1) The City Manager is hereby authorized to approve a purchase in excess in \$50,000; and
- (2) The City Manager is hereby authorized to execute all agreements and contract renewals through 9-30-2023 with Verteks Consulting according to the advertised scope of work; and
- (3) That the Purchasing Director is hereby authorized to complete the transaction in accordance with this resolution.

**DONE AND RESOLVED** this 6<sup>th</sup> day of October, 2022 in regular session of the City Commission of the City of Eustis, Lake County, Florida. Time Adopted \_\_\_\_\_

**CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA**

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA**

**COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2022 by Michael L. Holland, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial No:

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

## CERTIFICATE OF POSTING

The foregoing Resolution No. 22-71 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

---

Christine Halloran, City Clerk



**City of Eustis RFP #010-16  
IT Consulting Services  
Help Desk Support Contract**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 (“VCI”) agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as “Client” or “The City”) subject to the terms and conditions set forth in this Agreement (“Agreement”).

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT’s request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible, but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT’s data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT’s request.

### SUPPORT PROGRAMS

**Help Desk Support Services:** Support Ticketing, help desk management, scheduling, dispatch, phone and remote control level-1 tech support, reporting, responsibilities including contract review, vendor coordination, budgeting assistance and equipment selection assistance. Microsoft Windows Server, Exchange Server, SQL Server and Share point Server System Patch Management, Virus definition management and monitoring, Daily backup monitoring, Service and application monitoring and notifications (24 x 7 x 365), System drive space monitoring (24 x 7 x 365). Our service includes unlimited access to our remote support system by our on-site IT admin, as well as any other individuals you designate. Our remote support system includes live, on-demand remote access to any and all IT equipment in the City with encrypted security, logging and service history tracking.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

**Response Times:** VCI will respond to the client’s requests for service according to the following guidelines:

| Priority        | Description  | Response Time                          |
|-----------------|--|--|
| Urgent Requests | System is down, people cannot work, business operations are disrupted  | 2 Hour Response<br>24x7 Coverage       |
| High Priority   | Major problem or event, but users can still access the system and work | 4 Hour Response<br>24x7 Coverage       |
| Normal Priority | New system installation, software updates, planned upgrades            | 1 Business Day Response<br>8 to 5, M-F |

## SUPPORT PRICING

### Per RFP #010-16

|  |                          |
|--|--------------------------|
| Section 1 – Help Desk Support Cost – (Flat Rate Not to Exceed Cost): | <u>\$30,000 Per Year</u> |
| Monthly Invoice Amount:  | <u>\$2,500 Per Month</u> |

## TERM / WITHDRAWAL / TERMINATION

The effective period of this contract extension resulting from RFP #010-16 shall be one year, beginning October 1, 2022 and ending September 30, 2023.

## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for the first year. Subsequent years will be evaluated to determine the estimated number of hours to be included in the monthly cost. As the number of hours necessary on a month to month basis increase or decrease, the base contract will be adjusted.

Payment is due in monthly installments – Payment must be made by company check, ACH, or wire transfer. The annual cost will be divided by 12 and an invoice will be emailed each month for that portion of the service. Payment is due within 15 business days.

Taxes – The CLIENT is tax exempt and will provide a copy of the tax exempt certificate each year upon renewal or extension of the agreement.

## GENERAL TERMS AND CONDITIONS

A. Laws and Ordinances – All applicable laws and regulations of the State of Florida and ordinances of the City of Eustis will apply to any resulting agreement.

B. Mediation of Disputes – Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this agreement, the parties shall mutually agree that any dispute that may arise under this agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. It shall be mutually agreed that such mediation shall occur at the place where the project is located. Each party shall be responsible for their own mediation fees and mediator's expenses. The parties shall agree to exercise their best efforts in good faith to resolve all disputes in mediation.

C. Venue – Venue for any legal action resulting from this request for proposal shall lie in Lake County.

D. Precedence of Conditions – By virtue of submitting a proposal, respondents agree that City terms and conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included in pre-printed page catalogs, price lists or other literature.

E. Assignment of Contract – The consultant shall not assign, transfer, convey, sublet or otherwise dispose of any award or any of its rights, title, or interest therein without written consent of the City.

F. Permits and Licenses – If a respondent has a permanent business location within the City of Eustis (including branch offices and storage or warehouse facilities), an occupational license is required.

G. Designated Contact – VCI hereby designates and appoints the following persons as primary contacts: Don Gulling, John Childers, Pete Kamay, Paul Violette. One of these contacts shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

H. Indemnification – The respondent covenants to save, defend, keep harmless and indemnify the City of Eustis, and all its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and costs (including court costs and attorney fees), charges, liability and exposure, however caused – resulting from, arising out of or in any way connected with the respondent’s negligent performance or nonperformance of the terms of the contract.

I. Termination for Convenience – The performance of work under any ensuing contract may be terminated by the City of Eustis, in whole or in part, whenever the City determines that termination is in the City’s best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination a minimum of fifteen (15) days prior to the date of the termination. In the event that any contract made as a result of this solicitation is terminated or canceled upon request of and for the convenience of the City of Eustis without fifteen (15) days advance written notice, the City shall negotiate reasonable termination costs, if applicable.

J. Termination for Cause/Default – The City shall have the right to terminate the contract at any time for failure to provide satisfactory performance. Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from any termination costs. Advance notice will be waived in the event of termination for cause.

K. Termination Due to Unavailability of Funds in Succeeding Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled. The contractor shall be reimbursed for the reasonable value of any non-recurring costs, but not amortized in the price of services delivered under the contract.

L. Ownership of Deliverables – Deliverables and other data generated or developed by VCI or furnished to VCI by the City shall become and/or remain the property of the City.

M. Return of Materials – Upon the request of the City, but in any event, upon termination of any agreement for work or services under this RFP, the consultant shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software and any other documents or materials pertaining to the services hereunder that were furnished to the consultant by the City.

N. Accuracy/Quality of Work – The consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services under this agreement. The consultant shall correct or revise any errors, omissions or other deficiencies in its drawings, reports or other services without additional compensation from the City.

R. Changes in Work – The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by an agreement between the City and the consultant. The cost of performing the extra work shall be determined and agreed to between the City and the consultant before the work is undertaken.

S. Hold Harmless – The consultant shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.

T. Adherence to Laws – The respondent shall comply with all applicable laws, rules and regulations, including, but not limited to HIPPA, the Florida Worker’s Compensation Act and all Federal and State tax laws. Because the bidder will be acting as an independent contractor, the City assumes no responsibility for the respondent’s actions.

The respondent also agrees to comply with all State and Federal laws with regard to the Equal Employment Opportunity Act.

U. If any provision under this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby. No action, regardless of its form, arising out of this Agreement may be brought by either CLIENT or VCI more than two years after the cause of action has arisen, or, in the event of an action for non-payment, more than two years from the date the last payment was due.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

**Limitation of Remedy and Liability with Regard to Installation and Services Provided under this agreement:** To the full extent allowed by law, the sole and exclusive remedy for any breach of services furnished under this agreement and all other performance by VCI pursuant to this installation agreement or any other services provided by VCI shall first be the re-performance of any defective service provided by VCI and, then, if the performance or service remains unsatisfactory, VCI may refund a portion of the cost of the defective service. In no event shall VCI be liable for an amount in excess of the total cost of services purchased by the CLIENT.

**Limitation of Liability Generally:** VCI shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. In no event shall VCI be liable for special, incidental, or consequential damages in connection with the sale of the equipment or the repair or service to any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other down-time costs. The maximum liability for any and all damages arising out of this contract for any breach shall be the cost to the customer of the equipment or services.

Services provided as part of this Client Support Agreement or services provided for additional charge do not assure uninterrupted operation of the CLIENT's system and VCI is not responsible for failure to render such service or services due to causes beyond its control. VCI shall have no responsibility or liability for any harm or damage caused by the failure of any software, hardware, or other equipment owned or controlled by the CLIENT.

CLIENT agrees that CLIENT is solely responsible for maintaining accurate records of all software licensing. VCI will only install one copy of a software program for each license owned by CLIENT. VCI will make no attempt to verify the legality of software licensing purchased from or installed by anyone other than VCI employees. In no event will VCI be liable for copyright infringement or any other violation of software licensing agreements by CLIENT.

**NON-SOLICITATION.** CLIENT recognizes that CLIENT will necessarily establish a close working relationship with staff assigned to CLIENT's project(s) and that the VCI support person may become a critical part of CLIENT's support team. CLIENT hereby agrees that CLIENT will **not** either (1) contract separately with a VCI employee or (2) solicit for hire a VCI employee during the duration of this Agreement or the period of 1 year after termination of this Agreement. CLIENT acknowledges VCI's right for compensatory damages should CLIENT violate the terms of this section.

**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

All documents and provisions of City of Eustis RFP #010-16 are made a part of this agreement as if fully set out herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at Eustis, Lake County, Florida, this \_\_\_\_\_ day of October, 2022.

**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Eustis RFP #010-16  
IT Consulting Services  
Managed Network Services Contract**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 (“VCI”) agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as “Client” or “The City”) subject to the terms and conditions set forth in this Agreement (“Agreement”).

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT’s request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible, but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT’s data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT’s request.

### SUPPORT PROGRAMS

**Managed Network Services:** We will provide 30 hours per month of remote and on-site support for any IT work requested by the CLIENT. Support can include Third party application support, Implementing updates or upgrades to application software as needed, Microsoft exchange, SQL and share point server administration, Installation of new hardware, replace or repair hardware, Diagnosis of ongoing and severe problems, Support for handheld devices (Apple, Droids etc.), or any other IT work needed. Unused time shall carry forward for as long as a valid agreement is in existence. Additional support time billed at a standard per hour rate for work performed between normal work hours from Monday through Friday. After hours rate applies for other work to include weekends and holidays.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

**Response Times:** VCI will respond to the client’s requests for service according to the following guidelines:

| Priority        | Description  | Response Time                          |
|-----------------|--|--|
| Urgent Requests | System is down, people cannot work, business operations are disrupted  | 2 Hour Response<br>24x7 Coverage       |
| High Priority   | Major problem or event, but users can still access the system and work | 4 Hour Response<br>24x7 Coverage       |
| Normal Priority | New system installation, software updates, planned upgrades            | 1 Business Day Response<br>8 to 5, M-F |

## SUPPORT PRICING

### Per RFP #010-16

Section 1 – Remote and On-Site Services Cost – (30 hours of time per month): \$23,400 Per Year  
 Monthly Invoice Amount: \$1,950 Per Month

Time spent beyond the 30 hours per month will be billed according to the following rate schedule:  
 Hourly Rates: Standard - \$100 per hour / After Hours - \$150 per hour / Holiday - \$190 per hour

## TERM / WITHDRAWAL / TERMINATION

The effective period of this contract extension resulting from RFP #010-16 shall be one year, beginning October 1, 2022 and ending September 30, 2023.

## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for the first year. Subsequent years will be evaluated to determine the estimated number of hours to be included in the monthly cost. As the number of hours necessary on a month to month basis increase or decrease, the base contract will be adjusted.

Payment is due in monthly installments – Payment must be made by company check, ACH, or wire transfer. The annual cost will be divided by 12 and an invoice will be emailed each month for that portion of the service. Payment is due within 15 business days.

Taxes – The CLIENT is tax exempt and will provide a copy of the tax exempt certificate each year upon renewal or extension of the agreement.

## GENERAL TERMS AND CONDITIONS

A. Laws and Ordinances – All applicable laws and regulations of the State of Florida and ordinances of the City of Eustis will apply to any resulting agreement.

B. Mediation of Disputes – Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this agreement, the parties shall mutually agree that any dispute that may arise under this agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. It shall be mutually agreed that such mediation shall occur at the place where the project is located. Each party shall be responsible for their own mediation fees and mediator's expenses. The parties shall agree to exercise their best efforts in good faith to resolve all disputes in mediation.

C. Venue – Venue for any legal action resulting from this request for proposal shall lie in Lake County.

D. Precedence of Conditions – By virtue of submitting a proposal, respondents agree that City terms and conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included in pre-printed page catalogs, price lists or other literature.

E. Assignment of Contract – The consultant shall not assign, transfer, convey, sublet or otherwise dispose of any award or any of its rights, title, or interest therein without written consent of the City.

F. Permits and Licenses – If a respondent has a permanent business location within the City of Eustis (including branch offices and storage or warehouse facilities), an occupational license is required.

G. Designated Contact – VCI hereby designates and appoints the following persons as primary contacts: Don Gulling, John Childers, Pete Kamay, Paul Violette. One of these contacts shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

H. Indemnification – The respondent covenants to save, defend, keep harmless and indemnify the City of Eustis, and all its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and costs (including court costs and attorney fees), charges, liability and exposure, however caused – resulting from, arising out of or in any way connected with the respondent's negligent performance or nonperformance of the terms of the contract.

I. Termination for Convenience – The performance of work under any ensuing contract may be terminated by the City of Eustis, in whole or in part, whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination a minimum of fifteen (15) days prior to the date of the termination. In the event that any contract made as a result of this solicitation is terminated or canceled upon request of and for the convenience of the City of Eustis without fifteen (15) days advance written notice, the City shall negotiate reasonable termination costs, if applicable.

J. Termination for Cause/Default – The City shall have the right to terminate the contract at any time for failure to provide satisfactory performance. Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from any termination costs. Advance notice will be waived in the event of termination for cause.

K. Termination Due to Unavailability of Funds in Succeeding Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled. The contractor shall be reimbursed for the reasonable value of any non-recurring costs, but not amortized in the price of services delivered under the contract.

L. Ownership of Deliverables – Deliverables and other data generated or developed by VCI or furnished to VCI by the City shall become and/or remain the property of the City.

M. Return of Materials – Upon the request of the City, but in any event, upon termination of any agreement for work or services under this RFP, the consultant shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software and any other documents or materials pertaining to the services hereunder that were furnished to the consultant by the City.

N. Accuracy/Quality of Work – The consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services under this agreement. The consultant shall correct or revise any errors, omissions or other deficiencies in its drawings, reports or other services without additional compensation from the City.

R. Changes in Work – The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by an agreement between the City and the consultant. The cost of performing the extra work shall be determined and agreed to between the City and the consultant before the work is undertaken.

S. Hold Harmless – The consultant shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.



T. Adherence to Laws – The respondent shall comply with all applicable laws, rules and regulations, including, but not limited to HIPPA, the Florida Worker’s Compensation Act and all Federal and State tax laws. Because the bidder will be acting as an independent contractor, the City assumes no responsibility for the respondent’s actions. The respondent also agrees to comply with all State and Federal laws with regard to the Equal Employment Opportunity Act.

U. If any provision under this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby. No action, regardless of its form, arising out of this Agreement may be brought by either CLIENT or VCI more than two years after the cause of action has arisen, or, in the event of an action for non-payment, more than two years from the date the last payment was due.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Limitation of Remedy and Liability with Regard to Installation and Services Provided under this agreement: To the full extent allowed by law, the sole and exclusive remedy for any breach of services furnished under this agreement and all other performance by VCI pursuant to this installation agreement or any other services provided by VCI shall first be the re-performance of any defective service provided by VCI and, then, if the performance or service remains unsatisfactory, VCI may refund a portion of the cost of the defective service. In no event shall VCI be liable for an amount in excess of the total cost of services purchased by the CLIENT.

Limitation of Liability Generally: VCI shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. In no event shall VCI be liable for special, incidental, or consequential damages in connection with the sale of the equipment or the repair or service to any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other down-time costs. The maximum liability for any and all damages arising out of this contract for any breach shall be the cost to the customer of the equipment or services.

Services provided as part of this Client Support Agreement or services provided for additional charge do not assure uninterrupted operation of the CLIENT’s system and VCI is not responsible for failure to render such service or services due to causes beyond its control. VCI shall have no responsibility or liability for any harm or damage caused by the failure of any software, hardware, or other equipment owned or controlled by the CLIENT.

CLIENT agrees that CLIENT is solely responsible for maintaining accurate records of all software licensing. VCI will only install one copy of a software program for each license owned by CLIENT. VCI will make no attempt to verify the legality of software licensing purchased from or installed by anyone other than VCI employees. In no event will VCI be liable for copyright infringement or any other violation of software licensing agreements by CLIENT.

**NON-SOLICITATION.** CLIENT recognizes that CLIENT will necessarily establish a close working relationship with staff assigned to CLIENT’s project(s) and that the VCI support person may become a critical part of CLIENT’s support team. CLIENT hereby agrees that CLIENT will **not** either (1) contract separately with a VCI employee or (2) solicit for hire a VCI employee during the duration of this Agreement or the period of 1 year after termination of this Agreement. CLIENT acknowledges VCI’s right for compensatory damages should CLIENT violate the terms of this section.

**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

All documents and provisions of City of Eustis RFP #010-16 are made a part of this agreement as if fully set out herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at Eustis, Lake County, Florida, this \_\_\_\_\_ day of October, 2022

**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 6, 2022

RE: RESOLUTION NUMBER 22-72: AUTHORIZING MULTIPLE ANNUAL PURCHASES IN EXCESS OF \$50,000 FOR EACH OF SIX PRODUCTS AND SERVICES THAT ARE ESSENTIAL FOR THE WATER AND WASTEWATER DAILY OPERATIONS

## **Introduction:**

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding \$50,000. Resolution Number 22-72 authorizes multiple annual purchases in excess of \$50,000 for each of six products and services that are essential to the daily operations of the Water and Wastewater departments.

## **Background:**

1. The Water Department uses Neptune Technology's water meters, meter heads and rebuild kits for their day-to-day operations. Ferguson Waterworks is the sole authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida (sole source letter available upon request). The estimated cost based on previous years' purchases for these products was over \$50,000 and is included in the approved budget for the 2022-2023 fiscal year.
2. The Wastewater Department uses Evoqua Water Technologies to provide odor control monitoring, reporting and chemical services. Sulfides and other gasses create noxious odors and are extremely detrimental to the equipment and infrastructure in the wastewater collection system. Evoqua Water Technologies is the contracted supplier, piggybacked with Manatee County. The cost to provide these services with system monitoring, reporting, and Biocide distribution is over \$50,000, which was included in the approved budget for this fiscal year 2022-2023.
3. The Water Department requires sewer rehabilitation services on an as-needed basis, in order to maintain the City's Sewer System. The City has utilized American-In-Line Inspections to provide sewer rehabilitation services since April 2017. American-In-Line is the contracted supplier, following Contract #007-17 and Amendment #3. The estimated cost based on previous years' purchases for these services is over \$50,000 and is included in the approved budget for the 2022-2023 fiscal year.
4. The Water Department requires manhole repairs and rehabilitation on an as-needed basis, in order to minimize inflow and infiltration into the City's Sewer

System. The City has utilized Engineered Coatings Solutions to provide manhole repair and rehabilitation services in the past. Engineered Coatings Solutions is the contracted supplier, through a piggyback contract with North Port, Florida, which expires October 26, 2023. The estimated cost for these services is over \$50,000 and is included in the approved budget for 2022-2023 fiscal year.

5. The Wastewater Treatment Plants (WWTP) produce between 3,800 and 4,600 cubic yards of bio-solids (sludge cake) per year and the Florida Department of Environmental Protection (FDEP) requires that wastewater bio-solid residuals be disposed of in accordance with Florida Administrative Code (FAC). This requires bio-solids be hauled and processed by a licensed Residuals Management Facility (RMF). Shelley's Environmental is our contracted vendor via piggyback agreement. The annual cost of sludge hauling is over \$50,000, which was included in the approved budget for this fiscal year 2022-2023.
6. Sodium Hypochlorite is the established and permitted method of maintaining drinking water quality standards and disinfecting wastewater treatment plant effluent in order to meet the water quality provisions set forth in the Safe Drinking Water Act (SDWA) and Florida Department of Environmental Protection (FDEP) water quality standards. Odyssey Manufacturing is the contracted supplier, through a piggyback contract with Marion County Utilities, which expires September 30, 2023. Marion County has recently contracted with Odyssey Manufacturing for the price of \$1.25 per gallon. The City of Eustis is able to piggyback this contract. The estimated cost of Sodium Hypochlorite exceeds \$50,000 annually, and was included in the approved budget for fiscal year 2022-2023.

The City purchasing policies require that the Commission approve any purchase that exceeds \$50,000.

**Recommended Action:**

Staff recommends approval of this resolution.

**Policy Implications:**

Not applicable.

**Alternatives:**

1. Approve the Resolution.
2. Deny the Resolution.

**Discussion of Alternatives:**

1. Alternative 1 approves Resolution Number 22-72 and authorizes blanket purchase orders for the six products and services listed above.

**Advantages:**

- The City can proceed with uninterrupted treatments & maintenance processes.
- The City will continue to provide quality reclaimed and drinking water to its citizens.

- The City will carry on with its daily schedules without interruption.

Disadvantages:

- There are no disadvantages to approving the resolution.

2. Alternative 2 denies Resolution No. 22-72

Advantages:

- There is no advantage to denying the resolution because the products and services are required to keep the City running smoothly.

Disadvantages:

- FDEP could intervene to ensure that quality standards are met with our water and wastewater treatment operations.
- The cost to maintain operations and process requirements could increase.

**Budget/Staff Impact:**

The funds for the proposed purchases have been included in the approved Fiscal Year 2022-2023 budget.

**Prepared By:**

Melissa Fuller, Sr. Staff Assistant – Water Department

**Reviewed By:**

Paul Shepherd, Water Superintendent

Michael Brundage, Wastewater Superintendent

Greg Dobbins, Deputy Director Water/Wastewater

Rick Gierok, P.E., Director of Public Works/City Engineer

**Attachment(s):**

Resolution Number 22-72

Available Upon Request

Quote Comparisons and Contracts

**RESOLUTION NUMBER 22-72**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING MULTIPLE ANNUAL PURCHASES IN EXCESS OF \$50,000 FOR EACH OF SIX PRODUCTS AND SERVICES THAT ARE ESSENTIAL FOR THE WATER AND WASTEWATER DAILY OPERATIONS FISCAL YEAR 2022-2023.**

**WHEREAS**, the Water and Wastewater Departments have need of essential services and products for daily operations which require expenditures greater than \$50,000 each annually; and

**WHEREAS**, City Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$50,000; and

**WHEREAS**, the City's Fiscal Year 2022/2023 approved budget includes adequate funding in various accounts for these products and services; and

**WHEREAS**, the Water and Wastewater Departments solicited quotes for water meters and related equipment, wastewater odor control, sewer rehabilitation services, manhole repair services, sludge hauling, and sodium hypochlorite in accordance with the City's purchasing policies for lowest bids; and

**WHEREAS**, Neptune Technology sold by Ferguson Waterworks (water meters), Evoqua Water Technologies (odor control), American-In-Line (sewer rehabilitation), Engineered Coatings Solutions (manhole repairs), Shelley's Environmental (sludge hauling), and Odyssey Manufacturing (sodium hypochlorite), are the lowest bidders for their field of service.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Eustis, Florida, as follows:

- (1) That the Water and Wastewater Departments are hereby authorized to spend in excess of \$50,000 each for water meters and related equipment, wastewater odor control, sewer rehabilitation services, manhole repair services, sludge hauling, and sodium hypochlorite for multiple projects funded within the existing budgets; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products and services with the above listed vendors.

**DONE AND RESOLVED**, this 6<sup>th</sup> day of October 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2022, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial No:

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

\_\_\_\_\_  
City Attorney's Office                      Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-72 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: October 6, 2022

RE: Resolution Number 22-73 City Commission Benefits

## **Introduction:**

Attached for City Commission approval is a revision to Section 4.19 and Section 4.13.C of the City of Eustis Personnel Rules and Regulations regarding City Commission Benefits. The revisions authorize City Commissioners to receive paid medical insurance benefits as provided to full-time City employees.

## **Background:**

At the City Commission meeting held on September 22, 2022, the Commission approved paid medical benefits be provided to Commissioners as provided to full-time City employees.

Attached as Appendix A is Section 4.19 and Section 4.13.C of the Personnel Rules & Regulations. Section 4.19 is being revised to update the name of our retirement plan provider from ICMA to Empower; include paid medical insurance as provided to full-time employees; and include vision insurance to be paid by Commissioners. Section 4.13.C is being revised to clarify Commissioners who have at least seven years of continuous service are entitled to apply for two cemetery spaces, without being vested in a retirement plan.

## **Recommended Action:**

Staff recommends the City Commission approve Resolution Number 22-73 implementing the revisions in Appendix A.

## **Budget / Staff Impact:**

If medical insurance were provided to all Commissioners, the annual cost would increase by approximately \$42,000 for individual coverage and \$75,000 for family coverage. The amount would be significantly lower if not all Commissioners select medical coverage.

## **Prepared by:**

Bill Howe, Human Resources Director



## RESOLUTION NUMBER 22-73

### A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE PERSONNEL RULES AND REGULATIONS OF THE CITY OF EUSTIS SECTION 4.19, CITY COMMISSION BENEFITS AND SECTION 4.13.C, CEMETERY PLOTS AND URN INTERMENT SPACES

**WHEREAS**, the City of Eustis has adopted Personnel Rules and Regulations and;

**WHEREAS**, Section 4.19 of the City's Personnel Rules and Regulations provides City Commission Benefits and Section 4.13.C of the City's Personnel Rules and Regulations provides City Commission cemetery plots and urn interment spaces:

**WHEREAS**, Section 4.19 and Section 4.13.C must be amended to revise City Commissioner benefits;

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City of Eustis Commission hereby approves the proposed revisions to the Personnel Rules and Regulations set forth below.

#### Section 4.19 CITY COMMISSION BENEFITS

##### 4.19 CITY COMMISSION BENEFITS

Per Resolution 22-73, effective October 6, 2022, the following benefits, which are afforded to regular City employees, may also be offered to elected City Commissioners, under the following terms and conditions:

- A. Group Health, Dental, and Life Insurance Benefits – Funded by City at the same rate as fulltime employees are funded;
- B. Empower 401 Retirement Benefits – Funded under the terms of the and conditions of the Empower 401 Plan;
- C. Empower 457 Deferred Compensation - Funded 100% by elected City Commissioner;
- D. Supplemental life, accident, hospitalization, disability, vision insurance, etc. from city approved insurance companies – Funded 100% by elected City Commissioner;
- E. Section 125 Flexible Benefits Plan – Funded 100% by elected City Commissioner;
- F. Medical and/or Childcare Reimbursement Plan – Funded 100% by elected City Commissioner;
- G. Direct Deposit;
- H. Cemetery Plots and Urn Interment Spaces (See Sec. 4.13(C) for City Commission guidelines).

#### Section 4.13 CEMETERY PLOTS AND URN INTERNMENT SPACES

C. At the end of City service, Commissioners who have at least seven (7) years of continuous service are also entitled to apply for up to two (2) cemetery or urn spaces for the Commissioner and their spouse.

**DONE AND RESOLVED**, this 6<sup>th</sup> day of October, 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida. Time Adopted \_\_\_\_\_

**CITY COMMISSION OF THE  
CITY OF EUSTIS, FLORIDA**

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 6<sup>th</sup> day of October, 2022, by Michael L. Holland, Mayor, and Christine Halloran , City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida  
My Commission Expires:  
Notary Serial No.:

**CITY ATTORNEY’S OFFICE**

This document is approved as to form and legal content for the use and reliance of the City Commission of the City of Eustis, Florida.

\_\_\_\_\_  
City Attorney’s Office Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-73 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

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Christine Halloran, City Clerk

Resolution Number 22-73

## APPENDIX A

### CITY COMMISSION BENEFITS

#### SECTION 4.19 CITY COMMISSION BENEFITS

Per ~~Resolution 22-73 Ordinance 08-39~~, effective ~~January 6, 2009~~ **October 6, 2022**, the following benefits, which are afforded to regular City employees, may also be offered to elected City Commissioners, under the following terms and conditions:

- A. Group Health, Dental, and Life Insurance Benefits – Funded **by City at the same rate as full-time employees are funded**; ~~100% by elected City Commissioner~~;
- B. **Empower** ICMA-401 Retirement Benefits – Funded under the terms and conditions of the **Empower** ICMA 401 Plan;
- C. **Empower** ICMA 457 Deferred Compensation - Funded 100% by elected City Commissioner
- D. Supplemental life, accident, hospitalization, disability, **vision insurance**, etc. insurance, from city approved insurance companies – Funded 100% by elected City Commissioner;
- E. Section 125 Flexible Benefits Plan – Funded 100% by elected City Commissioner;
- F. Medical and/or Childcare Reimbursement Plan – Funded 100% by elected City Commissioner;
- G. Direct Deposit;
- H. Cemetery Plots and Urn Interment Spaces (See Sec. 4.13(C) for City Commission guidelines).

#### SECTION 4.13 CEMETERY PLOTS AND URN INTERMENTS

- C. At the end of City service, Commissioners ~~who are vested in an authorized City retirement plan and who have at least seven (7) years of continuous service up to and immediately preceding retirement~~ are also entitled to apply for up to two (2) cemetery or urn spaces **for the** ~~retired~~ Commissioner and their spouse.